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Attorneys for Shameika Moody

**UNITED STATES DISTRICT COURT**  
**FOR THE NORTHERN DISTRICT OF CALIFORNIA**

SHAMEIKA MOODY as an individual and on  
behalf all of others similarly situated,

Plaintiff,  
vs.

CHARMING SHOPPES OF DELAWARE,  
INC., a corporation ; LANE BRYANT, INC., a  
corporation; CHARMING SHOPPES, INC., a  
corporation, and DOES 1 through 20, inclusive,  
Defendants.

Case No.: C 07-06073 MHP

**JOINT STIPULATION TO VACATE  
PENDING DEADLINES AND HEARING  
DATES**

**Judge: Hon. Marilyn Hall Patel**  
**Ctrm.: 15**

1 Plaintiff Shameika Moody and Defendants Charming Shoppes of  
2 Delaware, Inc. and Lane Bryant, Inc. (collectively "Parties") through their respective  
3 counsel of record, hereby stipulate and agree as follows:

4 WHEREAS the Parties mediated this case on July 15, 2008 with mediator  
5 Jeff Krivis;

6 WHEREAS the Parties have reached a tentative agreement on certain  
7 terms of a settlement of this case on a class-wide basis;

8 WHEREAS the Parties are in the process of negotiating a written  
9 memorandum of understanding regarding a class action settlement;

10 WHEREAS if agreement on all materials terms is reached, the Parties  
11 anticipate spending time drafting the formal class action settlement agreement, notice  
12 and other documents to be submitted to this Court for preliminary approval;

13 WHEREAS the Court previously set a deadline of August 25, 2008 for  
14 Plaintiff to file for leave regarding the filing of an amended complaint;

15 WHEREAS the Parties have reached agreement on most material terms of  
16 a settlement but require additional time to attempt to reach agreement on other terms  
17 and to prepare paperwork in connection with any class settlement, including the  
18 potential Motion for Preliminary Approval;

19 WHEREAS the Parties wish to avoid spending attorney hours on moving  
20 to amend the operative Complaint and opposing such amendment, which will be  
21 unnecessary if a settlement is reached and approved; and

22 WHEREAS if a settlement is reached, the Parties anticipate submitting on  
23 or before October 31, 2008 any proposed class settlement and the Motion for  
24 Preliminary Approval of the class settlement;

25  
26 **The Parties hereby stipulate as follows:**

27 All scheduled deadlines, including Plaintiff's deadline to seek leave

1 regarding the filing of an amended complaint, to be vacated. If the parties are unable to  
2 reach a settlement on all material terms, they will promptly inform the Court so that  
3 new deadlines can be scheduled.  
4  
5  
6

7 **DATED: July \_\_, 2008**

**LAW OFFICES OF PETER M. HART**

8  
9 By: /S/  
10 **Peter M. Hart, Esq.**  
11 **Attorney for Plaintiff and the putative**  
12 **class**

13 **DATED: July \_\_, 2008**

**MORGAN, LEWIS & BOCKIUS LLP**

14  
15 By: /S/  
16 **Albert Huang**  
17 **Attorneys for Defendants CSDI and**  
18 **Lane Bryant, Inc.**

19  
20 I hereby attest that I have on file all holograph signatures for any signatures  
21 indicated by a “conformed” signature (/S/) within this efiled document.  
22

23 **DATED: July 28, 2008**

**DIVERSITY LAW GROUP**

24  
25 By: /S/  
26 **Larry W. Lee, Esq.**  
27 **Attorney for Plaintiff and the class**